

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



**REQUEST FOR PROPOSALS (RFP)**

**Solicitation Number: DCAM-16-CS-0031**

**Buzzard Point Soccer Stadium – Site Preparation Above-Grade Structure Demolition**

**SBE Set Aside**

**October 21, 2015**

Proposal Due Date:	November 10, 2015 by 2:00 p.m.
Delivery of Proposals:	Department of General Services Contracts & Procurement Division, 8 <sup>th</sup> Floor Attention: James H. Marshall Frank D. Reeves Center 2000 14 <sup>th</sup> Street NW Washington, DC 20009
Pre-Proposal Conference:	October 28, 2015 at 9:00 a.m. Corner of 1 <sup>st</sup> and S Streets, SW
Contact:	Courtney Washington Contract Specialist Contracts & Procurement Division 2000 - 14 <sup>th</sup> Street, NW, 8 <sup>th</sup> Floor Washington, DC 20009 Phone: (202) 724-3986 Email: <a href="mailto:courtney.washington2@dc.gov">courtney.washington2@dc.gov</a>

## **EXECUTIVE SUMMARY**

The District of Columbia Department of General Services (DGS), Contracts and Procurement Division, is issuing this Request for Proposals (“RFP”) to engage a Contractor to provide demolition and hazardous materials abatement services at the future Buzzard Point Soccer Stadium.

This is a Sheltered Market Procurement and only Certified Small Business Enterprises (CSBEs) certified by the District’s Department of Small and Local Business Development (DSLBD) at the time of submission are eligible to participate. The Contractor must maintain the aforementioned certification throughout the term of any resulting contract. The Offeror shall submit with its proposal its CBE certification letter issued by DSLBD (See Section C).

### **A.1 Contract Type:**

The contract awarded pursuant to this RFP will be a fixed price type of contract with a cost reimbursement component.

### **A.2 Contractor's Compensation:**

Offerors shall be required to provide an Offer Letter (Attachment C) to include their lump sum price to complete the work. The lump sum price and cost reimbursement component shall be the Contractor’s sole method of compensation and as such shall be sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade, subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum price shall include sufficient funding for items that are not specifically identified in the Scope of Work but which are reasonably inferable therefrom.

### **A.3 Form of Contract:**

The Form of Contract will be provided as an addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal.

#### **A.4 Procurement Schedule:**

The schedule for this procurement is as follows:

- |  |                               |
|--|-------------------------------|
| • Issue RFP                            | October 21, 2015              |
| • Pre-Proposal Conference & Site Visit | October 28, 2015 9:00am       |
| • Last Day for Questions               | October 30, 2015              |
| • Proposals Due                        | November 10, 2015 at 2:00p.m. |

#### **A.5 Attachments:**

The following documents are provided as attachments to the RFP:

Attachment A – Drawings and Specifications  
Attachment B - Report of Hazardous Materials Survey  
Attachment C - Form of Offer Letter  
Attachment D - Disclosure Statement  
Attachment E - Tax Affidavit  
Attachment F - Davis-Bacon Wage Rate  
Attachment G - Bid Bond Form  
Attachment H - Bid Guaranty Certification  
Attachment I - Subcontracting Plan Form  
Attachment J - 2015 Living Wage Act Notice and Fact Sheet  
Attachment K - First Source Agreement Form  
Attachment L- Form of Contract (to be provided)  
Attachment M – Past Performance Evaluation Forms

## **SECTION B SCOPE OF WORK**

### **B.1      Introduction**

Contractor shall demolish all above-grade structures on the sites listed below and completely and safely remove all hazardous materials found within the demolition limits shown in the Drawings and Specifications (Attachment A).

The Scope of Work shall be completed at the following sites:

<b>Site No.</b>	<b>Site Name</b>	<b>Square, Lot</b>
1	Ein	0605, 0007
2	Akridge	0603, 0800
3	Super Salvage	0605, 0802
4	Salt Dome	0661N, 0800

### **B.2      Basic Services**

Contractor shall provide at a minimum the following Basic Services for each site identified in Section B.1 above:

**B.2.1**      Demolish all above-grade structures indicated in the Drawings and Specifications (Attachment A). All materials shall be removed in accordance with the following:

- (a) Applicable District and Federal codes and regulations;
- (b) Any demolished material, equipment and debris shall become property of the Contractor and shall immediately become the Contractor's responsibility. No sale of materials may be conducted on site.

**B.2.2**      Remove all hazardous materials including those described in the Hazardous Materials Report (Attachment B) and found within the demolition Limits. Disposal of hazardous materials shall be completed in accordance with the following:

- (a) Applicable District and Federal codes and regulations;
- (b) Contractor shall not differentiate between friable and non-friable materials. All materials shall be removed, handled, transported and disposed of as if they are friable; and
- (c) Contractor shall thoroughly document the removal of hazardous materials and provide the DGS Project Manager at a minimum the following:
  - 1. Certification of proper disposal with a certified disposal firm;
  - 2. A photograph of hazardous material for each type of hazardous material noted at each site; and
  - 3. At least one (1) photograph showing proper removal shall be provided of the hazardous materials.

**B.2.3** Fill in all voids left by the removal of items such as, but not limited to, structures, pipes and utilities with material matching the soils found on site. Any materials used to fill voids shall be approved in advance by the DGS Project Manager. The Contractor shall ensure filled voids are compact and allow for stormwater runoff that is consistent with the surrounding area.

**B.2.4** Contractor shall incorporate the soil and erosion control information described in the Drawings and Specifications in Attachment A to ensure the post-demolition site conditions A for details on and post-demolition site conditions.

**B.2.5** Remove remaining debris at each project site prior to the commencement of work on the project sites. Contractor shall include an allowance of Twenty Five Thousand Dollars and Zero Cents (\$25,000.00) for the removal and disposal of any debris that IS NOT considered to be a hazardous material. Contractor must provide back-up receipts for reimbursement of this removal and disposal cost. No mark-up on the debris removal costs is permitted.

**B.2.6** Coordinate with the Urban Forestry Administration (UFA) to thin and clear forest understory near existing buildings on site.

**B.2.7** Contractor shall have a superintendent and project manager. The superintendent must be on site at all times.

**B.2.8** Contractor shall provide a daily progress report for each working day to DGS. The report shall summarize work completed that day and note any project site problems.

**B.2.9** Contractor shall provide a dust management plan must be submitted and approved by DGS before any work may begin. Contractor shall submit photographs detailing implementation of the dust management plan.

**B.2.10** DGS is not responsible for providing any amenities or facilities, including parking.

**B.2.11** Contractor shall provide a traffic control plan to DGS, if such a plan is needed, prior to the start of any work.

**B.2.12** The Contractor shall provide notification on the change in any key employee and subcontractors at least fourteen (14) days in advance.

### **B.3** **PERMITS**

All raze permits will be submitted by the District and will be obtained by the Contractor. A separate raze permit will be obtained for each site listed in Section B.1. The Contractor shall post the permits so that it is visible from public right of way.

## **B.4        SCHEDULE**

**B.4.1**        Work at all sites, with the exception of Site 4 (Salt Dome), shall begin on or about December 15, 2015. Work at Site 4 (Salt Dome) shall begin on or about April 1, 2016. DGS reserves the right to change the start date at no additional cost to DGS, with the exception of a situation where the work at any of Sites 1, 2 or 3 are performed separately (See Attachment C-Form of Offer Letter).

**B.4.2**        The project shall be considered complete when the following conditions have been met:

- (a) Approval from DGS and its consultants that the structures have been completely demolished and voids filled per the Scope of Work.
- (b) Post demolition site conditions specified in **ATTACHMENT A** are met.
- (c) All documentation has been received and approved by DGS and its consultants showing the proper disposal of hazardous materials.

## **SECTION C ECONOMIC INCLUSION**

### **C.1 Preference for Small, Local, and Disadvantaged Business Enterprises:**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- (a) Three points for a small business enterprise;
- (b) Five points for a resident-owned business;
- (c) Five points for a longtime resident business;
- (d) Two points for a local business enterprise;
- (e) Two points for a local business enterprise with its principal office located in an enterprise zone;
- (f) Two points for a disadvantaged business enterprise;
- (g) Two points for a veteran-owned business enterprise; and
- (h) Two points for a local manufacturing business enterprise.

A Certified Business Enterprise (CBE) shall be entitled to any and all of the preferences provided in this section, but in no case shall a CBE be entitled to a reduction in price of more than twelve (12) percent.

### **C.2 LSDBE Participation.**

#### **C.2.1 Mandatory Subcontracting Requirement.**

**C.2.1.1** The subcontracting requirement may be satisfied by subcontracting 50% of the dollar volume to any Certified Business Enterprises (CBEs) provided however, that the costs of materials, goods, and supplies shall not be counted towards the subcontracting requirement unless such materials, goods, and supplies are purchased from certified small business enterprises. Offerors shall submit the Subcontracting Plan Form included as Attachment H.

**C.2.1.2** A prime contractor which is certified as a Small Business Enterprise shall not be required to comply with the provisions of section C.2.1.1.

**C.2.1.3** Neither the Contractor or a Subcontractor may remove a Subcontractor or tier-Subcontractor if such Subcontractor or tier-Subcontractor is certified as a Local, Small or Disadvantaged Business Enterprise (LSDBE) unless the Department approves of such removal.

The Department may condition its approval upon the Contractor developing a plan that is, in the Department's sole and absolute judgment, adequate to maintain the level of LSDBE participation on the Project as required under this Contract.

**C.2.1.4** A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on "Doing Business in the District", click on "Find CBE Certified Contractors."

### **C.3     Residency Hiring Requirements for Contractors and Subcontractors:**

**C.3.1** At least fifty-one percent (51%) of the Offeror's team and every sub-consultant's employees hired after the Offeror enters into a contract with the Department, or after such sub-consultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

**C.3.2** Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

**C.3.3** The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement Attachment J with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.



## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1    Selection Criteria:**

Proposals will be evaluated in accordance with this Section D of this RFP. The following evaluation criteria will be used:

- Relevant Experience and Capabilities (30 points)
- Key Personnel (20 points)
- Means and Methods (20 Points)
- Price (30 points)

### **D.2    Evaluation Process:**

The Department will evaluate submissions and any best and final offers in accordance with the provisions of this Section D and the Department's Procurement Regulations.

### **D.3    Evaluation Committee:**

Each submission will be evaluated in accordance with this Section D by an Evaluation Committee. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official will select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

### **D.4    Oral Presentation:**

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

### **D.5    Proposal Evaluation:**

Each proposal will be scored on a scale of 1 to 100 points as described in Section D.1. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section C.1 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

#### **D.6    Non-Responsive Pricing:**

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offerors. The Office reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

### **E.1 Proposal Identification:**

Offerors shall submit an original and five (5) hard copies in a sealed envelope conspicuously marked: **“DCAM-16-CS-0031 Buzzard Point Soccer Stadium – Site Preparation Above-Grade Structure Demolition ”**.

### **E.2 Delivery or Mailing of Proposals:**

Submissions shall be delivered or mailed to:

Department of General Services  
Attn: James H. Marshall  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, D.C. 20009  
Phone: (202) 727-2800

### **E.3 Date and Time for Receiving Proposals:**

Submissions shall be received no later than 2:00 p.m. local time on **November 10, 2015**. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

### **E.4 Proposal Size, Organization and Offeror Qualifications:**

All submissions shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate volumes as follows:

#### **E.4.1 Technical Proposal Section – Volume I**

##### **E.4.1.1 Executive Summary**

The Offer shall provide a summary of no more than three (3) pages to include the following for the Offeror and any subcontractors:

- (a) Name(s), address(es), and role(s) of each firm (including all sub-contractor)
- (b) Firm profile(s), including:
  - 1. Age
  - 2. Firm history(ies)
  - 3. Firm size(s)
  - 4. Areas of specialty/concentration
  - 5. Current firm workload(s) projected over the next year
  - 6. Project Executive(s)

7. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

#### **E.4.1.2 Relevant Experience and Capabilities (30 Points)**

The Department desires to engage a Contractor with the experience necessary to successfully complete the required work as described in Section B of this RFP. The Offeror shall submit the following to demonstrate the Offeror's relevant experience and capabilities to perform the required work as described in the Scope of Work.

- (a) The Contractor shall provide a minimum of three (3) detailed descriptions of projects performed in the last five (5) years to include the following that best illustrates the team's experience and capabilities relevant to this project:
  1. Project name and location;
  2. Name, address, contact person and telephone number for owner reference;
  3. Description of the work performed by the Offeror including comparisons to the work of this solicitation and Offeror's role on the project (General Contractor or Subcontractor);
  4. Project size in square footage;
  5. Time period of the construction;
  6. Identification of personnel involved in the selected project who are proposed to work on this project; and
  7. Award and final construction cost (provide actual figures for completed projects).
- (b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (Attachment M) are completed and submitted on behalf of the Contractor directly to Courtney Washington at [courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov) by the due date for proposals (E.3).
- (c) The Offeror shall ensure that a minimum of two (2) Past Performance Evaluation forms (Attachment M) are completed and included in the Contractor's proposal for each proposed subcontractor, as applicable.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

#### **E.4.1.3 Key Personnel (20 Points)**

Offerors shall assign senior personnel to this Project with experience in completing similar projects on-time and on-budget. The availability and experience of the key personnel assigned to this Project will be evaluated as part of this element. The Offeror shall:

- (a) Identify, at a minimum: (i) the Project Manager, and the Superintendent responsible for the Project and describe the specific experience of each key personnel working on projects similar to the required work as described in the Scope of Work;
- (b) Provide resumes for the key personnel identified above that demonstrates their ability to successfully completed the required work as described in the Scope of Work;
- (c) Provide a table that identifies all key personnel that will be assigned to this Project. The table should include: (i) the individual's name; (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project.
- (d) Describe specific roles of all staff and how they will manage and contribute to the Project;
- (e) Identify subcontractors and disposal vendors to be utilized.

#### **E.4.1.4 Means and Methods (20 Points)**

Offerors shall submit a description of the Means and Methods to successfully complete the required work. The description should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a comprehensive knowledge of the process and provide project specific impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the description shall include:

- (a) Descriptions of the means and methods to be used for the demolition of each structure.
- (b) Describe the key specific challenges inherent in this Project and explain how the Offeror will overcome or mitigate these challenges;

### **B.5 CONTRACTOR'S PROPOSAL**

- List of subcontractors and disposal vendors to be used on the project.

#### **E.4.1.5 Attachments**

The Offeror shall complete and include the following attachments in their technical proposal:

- a) Disclosure Statement (Attachment D);
- b) Tax Affidavit (Attachment E). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government;
- c) First Source Employment Agreement (Attachment K); and
- d) CBE Certification issued by the Department of Small Local Business Development

## **E.4.2 Price Proposal Section – Volume 2**

### **E.4.2.1 Price (20 Points)**

The Offeror shall submit the Form of Offer Letter (Attachment C).

### **E.4.2.2 Attachments**

The Offeror shall complete and include the following attachments in their price proposal:

- (a) Bid Bond (Attachment G) or Bid Guarantee Certification (Attachment H) and
- (b) Subcontracting Plan Form (Attachment I).

## **SECTION F BIDDING PROCEDURES & PROTESTS**

### **F.1    Contact Person:**

For information regarding this RFP please contact:

Courtney Washington  
Department of General Services  
Contracts and Procurement Division  
2000 14<sup>th</sup> Street, NW 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: (202) 724-3986  
[courtney.washington2@dc.gov](mailto:courtney.washington2@dc.gov)

### **F.2    Pre-Proposal Conference and Site Visit:**

A pre-proposal conference and site visit will be held at 9:00 a.m. on October 28, 2015 at the corner of 1<sup>st</sup> and S Streets, SW. Interested Offerors are encouraged to attend.

### **F.3    Explanations To Prospective Offerors:**

Each Offeror shall carefully examine this RFP and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Proposal. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation will be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering Proposals or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to Courtney Washington at the email address listed in Section F.1 no later than the October 30, 2015. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests:**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the Proposal protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

#### **F.5 Retention of Proposals:**

All Proposals shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the Proposals shall become the property of the DGS. DGS shall have the right to distribute or use such information as it determines.

#### **F.6 Examination of Proposals:**

Offerors are expected to examine the requirements and all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

#### **F.7 Late Proposals and Modifications:**

The following shall apply to proposals received in response to the RFP:

- (a) Any Proposal or best and final offer received at the Department designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a Proposal, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.7(a) stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Proposal wrapper or other documentary evidence of receipt maintained by the installation.
- (d) Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful Proposal which makes its terms more favorable to the DGS may be considered at any time it is received and may be accepted.



- (e) Proposals shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of Proposals.

**F.8 No Compensation for Preparation of Proposals:**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposals submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Proposals, statements, reports, data, information, materials or other documents or items.

**F.9 Rejection of Proposals:**

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all Proposals;
- (b) To reject Proposals that fail to prove the Offeror's responsibility;
- (c) To reject Proposals that contain conditions and/or contingencies that in the Department's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any Proposal provided such waiver does not result in an unfair advantage to any Offeror;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the Proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

**F.10 Limitation of Authority:**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

**F.11 Contract Award:**

This procurement is being conducted in accordance with the provisions of 4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

## **SECTION G INSURANCE REQUIREMENTS**

### **G.1 Required Insurance:**

The contractor shall maintain the following types of insurance throughout the life of the contract.

- G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.
- G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.
- G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least Five Hundred Thousand Dollars (\$500,000) for each occurrence for bodily injury and property damage.
- G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

### **G.2 Additional Insureds:**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department and the District of Columbia and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3 Waiver of Subrogation:**

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 Strength of Insurer:**

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

**G.5** Contractor shall submit a Certificate of Liability Insurance that meets the following requirements:

- Show the Additional Insurer holder of the insurance as: Deputy Director, Permit Division, 1100 4th St SW, Washington, DC 20024
- Include these amounts of insurance coverage: Bodily Injury, \$100,000; Aggregate, \$300,000; and Property Damage, \$100,000.
- State that the insurance covers “Razing Operations in the District of Columbia,” if the scope of the insurance is for blanket coverage.
- If the insurance is for one specific address only, state that the insurance covers, “Razing Operations” at the specified location.

The above requirements are in addition to insurance mandated by DGS.

## **SECTION H BONDS**

### **H.1 Bid Bond:**

**H.1.1** Offerors shall submit with their proposal a Bid Bond in the amount of **5%** of the Offeror's lump sum price. The Offeror's Bid Bond shall be submitted in substantially the form provided as Attachment F. All bonding companies shall be licensed to conduct business in the District of Columbia and be included on the United States Department of Treasury's website Listing of Approved Sureties.

**H.1.2** Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a Bid Bond. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a Bid Bond, the Offeror shall complete the form included as Attachment G and return, notarized, with the Offeror's Proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's Proposal submitted thereunder.

**H.1.2.1** In the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages.

### **H.2 Payment and Performance Bond:**

The Contractor shall be required to provide payment and performance bonds, each having a penal value equal to 100% of the contract amount prior to performing any work on the contract. All bonding companies must be licensed to conduct business in the District of Columbia and be included on the Department of Treasury's Listing of Approved Sureties website.